

CS-16-199

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2437

CONTRACTOR INFORMATION

Name: Florida State College at Jacksonville

Address: 76346 William Burgess Boulevard Yulee, Fl. 32097
City State Zip

Contractor's Administrator Name: Samantha Davis Title: Administrative Assistant II

Tel#: (904) 548-4435 Fax: _____ Email: sadavis@fscj.edu

CONTRACT INFORMATION

Contract Name: Florida State College at Jacksonville Contract Value: N/A

Brief Description: Rental of the Nassau Room and T-117 October 10th and October 12th 1:00pm-5:00pm both days

Contract Dates : From: 10/10/17 to: 10/12/17 Status: New Renew Amend# WA/Task Order

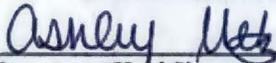
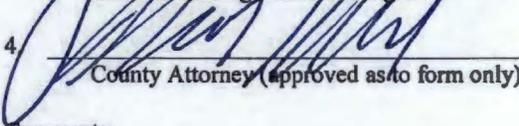
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

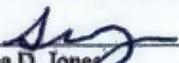
1.  9/27/17
Department Head Signature Date
2.  7/31/17
Contract Management Date
3.  8/1/17
Office of Management & Budget Date
4.  8/2/17
County Attorney (approved as to form only) Date

Human Resources
Submitting Department
N/A
Funding Source/Acct #

17 AUG -3 PM 3:52

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 8-4-17
Shanea D. Jones Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

FACILITY USE AGREEMENT

THIS AGREEMENT between Florida State College at Jacksonville, a political subdivision of the State of Florida, for its Nassau Campus/Center ("LESSOR") and Nassau County Board CC, a NONPROFIT, authorized to do business in the State of Florida ("LESSEE").

In consideration of the mutual agreements contained herein the LESSOR hereby offers for use by the LESSEE, and the LESSEE hereby accepts subject to the terms and conditions herein T0126 for October 10, 2017 to October 12 from 130 a.m./p.m. to 500 a.m./p.m.

1. The LESSEE agrees to pay the LESSOR as rent for the use of said facilities and the equipment and staff that goes along therewith the sum of \$ 0.00.
2. The LESSEE agrees to pay the LESSOR a Security Deposit for the use of said facilities the sum of Security to be returned within 30 days after the event if there are no damages or cleaning charges incurred above and beyond the customary charge.
3. In order to reserve the specific dates listed above, LESSEE must execute this contract no later than 4:00 p.m. the Monday, 11th day of Sept, 2017
4. LESSEE shall not have the right to assign this agreement or any rights hereunder nor to sublet said premises or equipment without the written consent of the LESSOR.
5. LESSEE shall use and occupy said premises and equipment in a safe and careful manner; shall comply with all laws, rules, regulations and ordinances of the City of Jacksonville Florida and any state or governmental authority controlling or governing the premises or equipment or operation therein, and the Rental Policy Attachment A.
6. LESSEE shall identify an official representative primary point of contact with LESSEE ("Representative"). The Representative will be present during the facility use and shall abide by the specific requirements listed herein.
7. LESSEE assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used or incorporated in the conduct of said events; and LESSEE agrees to indemnify and hold harmless LESSOR from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic right.
8. LESSEE shall defend, indemnify and hold the LESSOR harmless from any and all claims, damages, actions, injuries, costs, expenses loss or liability including, but not limited to, injury to person or property and LESSEE will act, at its own cost and expense, to defend and protect LESSOR against any and all such claims or demands. LESSEE shall have the requisite insurance coverage as listed in the rental policy and provide a certificate of insurance as evidence of such coverage.
9. LESSEE shall hold LESSOR harmless for any loss of revenue caused by the cancellation of an event.
10. The parties acknowledge and agree that LESSOR is a political subdivision of the State of Florida. As such, LESSOR's performance under this Agreement and any amendments or attachments to the agreement shall at all times be subject to any and all federal and state laws and regulations, as well as District Board of Trustees Rules which are applicable to the LESSOR's operations, commitments and/or activities in furtherance of any terms specified herein. The parties acknowledge that LESSOR's performance under this Agreement is subject to the provisions and limitations of Section 768.28, F.S. (the provisions and limitations of which are not waived, altered, or expanded by anything herein). Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the LESSOR to be sued; or (iii) a waiver of sovereign immunity of the LESSOR beyond the waiver provided in Section 768.28, F.S. As LESSOR is a political subdivision of the State of Florida, this Agreement is subject to the applicable provisions of Florida Statutes

regarding public access and other issues. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

11. Either party shall have the right to terminate this Agreement with or without cause upon twenty-four (24) hours prior written notification to the other party. Such termination shall be in writing, signed by the duly authorized officer of the party terminating the contract, and shall be sent certified mail, return receipt requested, hand delivery, or overnight delivery.

12. _____ (Initial/check) If the number of individuals participating/attending the event is greater than forty-nine (49) people, LESSEE shall provide the required number of certified crowd managers as stated on the Crowd Manager Safety Checklist attachment B. Where the number of individuals attending the event is greater than two hundred fifty (250), LESSEE shall provide additional crowd manager as stated on the Crowd Manager Safety Checklist attachment B.

a. The LESSEE's designated crowd manager(s) shall take a Crowd Managers Training Course ("Course") that has been accepted and approved by the College. LESSEE shall provide LESSOR with proof of Course certification.

b. The designated crowd manager(s) shall meet with LESSOR prior to its event and shall comply with the Crowd Manager Safety Checklist. 9A copy of the Crowd Manager Safety Checklist is attached, as Attachment B. LESSEE will provide College with the signed Crowd Manager Safety Checklist.

13. _____ (Initial/check) If minors (children under 18 years of age) are participating/attending the LESSEE the activity or event at the Lessee's facility.

a. LESSEE shall provide a qualified adult supervisor to serve as the official representative and primary point of contact with the Representative. The Representative will remain on the LESSOR's premises at all times during the use of the facility by the LESSEE. LESSEE acknowledges that the Representative is lawfully qualified to supervise and care for minors and will take all reasonable steps to protect minors at the event.

b. LESSEE shall solely be responsible for all activities and events it conducts on the LESSOR's premises.

c. LESSEE shall be solely responsible for its participants/attendees while on the LESSOR's premise and will be responsible for its participants/attendees until all members and guests leave the premises. The Representative will remain on the premises until all participants/attendees leave the premises and the activity or event has ended.

d. LESSEE shall have additional liability insurance as outlined in the rental policy attachment A.

14. Any notice required or permitted by this Agreement shall be given to the following representative of each party, at the address set forth below, by hand delivery; by registered mail, return receipt requested; or by overnight mail or courier service, signed acknowledgement of receipt required. Notice shall be deemed as given on the day of receipt of the notice, as indicated on the signed and dated receipt of acknowledgement, or on the date of hand delivery:

If to College: Samantha C Davis
Florida State College at Jacksonville
Jacksonville, FL

With copy to: Office of General Counsel
Florida State College at Jacksonville
501 W. State Street, Suite 403
Jacksonville FL 32202

If to LESSEE: Laura Scott
96135 Nassau Place Suite 5
Jules, FL 32097

Attachment A
Facility Use Agreement
Rental Policy

Payment

The full rental rate must be paid prior to the LESSEE being permitted to use the space. If payment is made seven or fewer days prior to the event, only credit card, money order, cashiers or certified check will be accepted, unless LESSEE has previously established credit with LESSOR, or made prior arrangements. Personal checks may be used if received by LESSOR seven or more working days prior to the event. All checks are to be made payable to Florida State College at Jacksonville. If the agreed upon rental term is exceeded, additional rental fees will be charged.

Cancellation

LESSOR reserves the right to cancel an event without penalty if it determines the event is not in the best interests of LESSOR, or the subject facilities are rendered inoperable. LESSOR shall be held harmless for any loss of revenue, or other damages, that may result from said cancellation. If the LESSEE cancels an event, no refunds or credit will be permitted, unless authorized by the Campus President.

Insurance

Commercial General Liability Insurance - \$1,000,000 each occurrence/\$2,000,000 aggregate

Workers' Compensation Insurance per Florida Statute

Sexual Abuse/Molestation Liability Insurance (if minors involved) - \$1,000,000 each occurrence/\$2,000,000 aggregate

Automobile Liability (if exposure exists) - \$1,000,000 each accident

Proof of insurance is required before facilities can be rented. The insurance certificate must list Florida State College at Jacksonville and its District Board of Trustees as "Additional Insured" and "certificate holder."

Loss or Damage to LESSEE's Property

LESSOR is not responsible for any loss or damage to LESSEE's property left on college premises before, during, or after the scheduled event.

Security Deposit

A security deposit is required for groups renting LESSOR facilities. The security deposit amount will be based upon the type of facility being rented, and the number of participants. The security deposit will be returned within thirty (30) days after the event if there are no damages or cleaning charges to be deducted.

Prohibited Use

The use of LESSOR property for any acts directed toward disruptive or violent activity, or for any events containing lewd or lascivious material is strictly prohibited. The use of any illegal drug, gambling activities or devices on LESSOR property is prohibited. The possession or consumption of alcoholic beverages is prohibited unless such consumption is covered by Board Rules. Firearms are prohibited unless carried by federal or state law enforcement officers in the line of duty, or performing a security function. The scheduling of events, or services, that compete with those offered by LESSOR is prohibited.

Event Staff and Set-Up

The LESSOR Campus President or their Designee will determine the need for campus personnel and/or off-duty police at an event. Relocation of furniture or equipment will be handled only by LESSOR staff, or under the direction of LESSOR staff.

Sales Tax

Florida sales tax on the rental amount will be charged to any organization that does not provide a certified copy of its exemption number.

Lessee's Initials *sj*

Date 8-4-17

CONTRACT APPROVAL FORM

(Contract Management Use only)
CONTRACT TRACKING NO.
CM 2437

CONTRACTOR INFORMATION

Name: Florida State College At Jacksonville
Address: 76346 William Burgess Boulevard Yulee, FL 32097
Contractor's Administrator Name: Samantha Davis Title: Administrative Assistant II
Tel#: 904-548-4435 Fax: _____ Email: sadavis@fscj.edu or nassaurooms@fscj.edu

CONTRACT INFORMATION

Contract Name: Florida State College At Jacksonville Contract Value: N/A
Brief Description: Rental of the Nassau Room and T-117 October 10th and October 12th 1:00pm-5:00pm Both Days
Contract Dates : From: October 10 and October 12 Status: New Renew Amend# WA/Task Order
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other _____

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____
New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------------|-------------------------------------|
| 1. | <u>Ashley Motz</u>
Department Head Signature | _____ | <u>N/A</u>
Funding Source/Acct # |
| 2. | <u>Shanea Jones</u>
Contract Management | <u>6/8/17</u>
Date | |
| 3. | <u>Jane Sherman</u>
Office of Management & Budget | <u>6/14/17</u>
Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>6/15/17</u>
Date | |

Comments: This is a rental agreement for the room at FSCJ for our Open Enrollment Meetings

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Shanea Jones
Shanea Jones
6-23-17
Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

7 JUN 12 AM 12:46
7 JUN 12 AM 11:05
7 JUN 12 AM 9:35

Application for Rental of Florida State College at Jacksonville Facilities and Grounds

- College facilities and grounds are intended for the College's programs, classes, and activities.
- After the College's needs are met each term, available space may be rented to outside entities typically during normal College hours of operation.
- The College may refuse to rent facilities and grounds for any event if the event is not in the best interest of the College.
- Rental contracts are written within the current fiscal year (July 1 – June 30).
- Applications for rental of facilities and grounds must be received at least 14 days in advance of the event with the exception of the Wilson Center which must be received at least 30 days in advance of the event.
- Rental payments must be received at least 7 days in advance prior to the event.
- Non-profit organizations must provide proof of non-profit certification with their application.
- Organizations that are exempt from Florida State Sales Tax must provide their Certification with their application.
- No event may be advertised or publicized until an Event Permit is issued and deposit received (when required).

There are four (4) requirements for renting Florida State College at Jacksonville facilities and grounds.

<p>1. Insurance Requirements</p> <p>Before the College will execute a Facility Rental Agreement for an event, proof that insurance must be provided that coverage has been purchased for the event in accordance with the Insurance Requirements stated below.</p> <p>All organizations and groups desiring to rent College Facilities and Grounds must provide proof of liability insurance ("ACORD Certificate) in the amount of one million dollars or more and property insurance in the amount of \$50,000. The insurance certificate must be issued by a licensed agent of the underwriting insurance company, and shall specify that Florida State College at Jacksonville and its District Board of Trustees are "Additionally Insured". Certificates must list the "Certificate Holder" as Florida State College at Jacksonville and its District Board of Trustees, and must also specify the date(s) of use and specifically identify what Campus/space/room(s)/grounds(s) will be covered by that policy for the Event.</p> <p>Long-term usage contracts require that the requestor insurance agent provide the College with a thirty-day notice of cancellation. If the group or organization will use commercial vehicles in connection with its rental, it shall provide evidence of auto or fleet liability insurance.</p> <p>Caterers, DJ's, and Bands must also provide proof of State and Local licensure and insurance that meets all of the requirements above.</p> <p>State and Federal Agencies must provide evidence of insurance in accordance with their jurisdictional State or Federal Guidelines.</p> <p>Should you need assistance to obtain insurance for your event you may obtain a Tenant's and User's Liability Insurance Policy (Tulip) via: www.urmia.org or contact the University Risk Management and Insurance Association (URMIA) National Office at (812) 855-6683. Florida State College at Jacksonville is a participant in this program. Each campus/center has an invitation code that can be found on the site listed above.</p> <p>2. Crowd Management Requirements</p> <p>Crowd management is required for all events held at the College with more than 49 participants. The College will provide crowd management at an additional hourly rate in the rental agreement.</p> <p>For all facilities except the Wilson center you may provide crowd manager for your event if you obtain training provided in following URL and provide a printed certificate(s) for each of you crowd manager(s). This must be done before the College executes a facility rental agreement for your event. The cost for each certification is \$19.95 at the website listed below.</p>	<p>To become a Certified Crowd Manager:</p> <ol style="list-style-type: none"> Temporarily disable your pop-up blocker Enter the URL in your search engine: http://www.crowdmanagers.com/ Proceed through the training sections until you reach the test portion. Once you answer all the questions you will see a screen displaying your test score. At this point you will click on "Print Certificate". If, when you click on "Print Certificate" a bar appears at the top of your browser window, you should have the option in the section to temporarily allow pop-up from this site. You will be directed to a screen, which will require the following information: Name (first and last), email, and county. Select "Out of State", Business Name, and State. After filling all the fields, click record certificate. At this time your certificate should pop-up. The certificate must be printed from this page. Email the certificate(s) with your name, certificate number, and date to the campus contact name where your event will be held. <p>3. Computer Access Requirement</p> <p>If your event requires a participant or participants to access the College's Technology Infrastructure you must request a guest account be set up for your event at least 48 hours in advance.</p> <p>To obtain a guest ID during your event you must provide the following for the individuals who will be signing on FSCJ system(s) to run computer equipment:</p> <ol style="list-style-type: none"> First Name Middle Initial Last Name Email Address Phone Number <p>If you will have more than one person accessing FSCJ computing equipment, you will need to provide a spreadsheet that lists the number of participants needing computer access and all of the above information for each individual.</p> <p>4. Security Deposit Requirements</p> <p>Some events may require a security deposit. If the College determines that a security deposit is required, that deposit will be added to the rental agreement. The deposit will be refunded 30 days after your event provided that additional labor was not required and there were no damage to the FSCJ facility or grounds you rented for your event.</p>
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I have read, understand, and agree with all that is stated above:

 Name	County Manager Title	Nassau County BOCC Organization	7-14-17 Date
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Application for Rental of Florida State College Facilities and Grounds

Name of Entity or Organization: <u>Nassau County Board of County Commissioners</u>		Web Site: <u>www.nassaucountyfl.com</u>	
Address: <u>96135 Nassau Place, Suite 5</u>		City: <u>Yulee</u>	State: <u>FL</u> Zip: <u>32097</u>
Contact Name: <u>Laura Scott</u>	Phone: <u>904-630-6076 Opt 1</u>	Fax: <u>904-321-6797</u>	
Title: <u>Employee Benefits Coordinator</u>	Cell: <u>904-415-2634</u>	E-mail: <u>lscott@nassaucountyfl.com</u>	
Alternate Contact Name: <u>Tina Kelter</u>	Phone: <u>904-630-6076 Opt 1</u>	Fax: <u>904-321-6797</u>	
Title: <u>Employee Services Coordinator</u>	Cell: <u>904-648-7637</u>	E-mail: <u>tkelter@nassaucountyfl.com</u>	
Name and Title of Individual who will sign the rental agreement:			
Name: <u>Shanea Jones</u>		Title: <u>County Manager</u>	

Location of Event:

Campus: North Downtown Kent South

Center: Nassau ATC URC Cecil North Cecil South Wilson Center Deerwood Center

Name of Facility or Grounds: FSCJ-Nassau Campus

Room of Name(s) & Room Number(s): Building 30, First Floor-Room T-26 (Nassau Room)

Description of Event: Nassau County's 2018 Open Enrollment Meetings

Date(s) Requested: Tuesday October 10, 2017 and Thursday October 12, 2017

Alternate Date(s): N/A

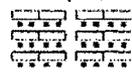
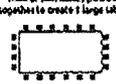
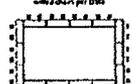
Number of Participants 300

Earliest Arrival 1:30 a.m. p.m. Anticipated Time of Departure: 5:00 a.m. p.m.

Event Start Time: 2:00 a.m. p.m. Event End Time: 4:30 a.m. p.m.

Specify below any unique or special ADA accommodations that will be needed:

How would you like the room setup for your event?

<input type="checkbox"/> Pods	<input type="checkbox"/> Classroom	<input type="checkbox"/> Theatre	<input type="checkbox"/> Family Style	<input type="checkbox"/> Hollow Square	<input checked="" type="checkbox"/> U-Shape	<input type="checkbox"/> Banquet Tables
<small>Pods 4-8 chairs per table</small> 	<small>Classroom 2 chairs per table</small> 	<small>Theatre Chairs only facing front center aisle</small> 	<small>Family Style Wide or slim tables pushed together to create large table</small> 	<small>Hollow Square Use tables and chairs to create 1 hollow room with 4 chairs per table</small> 	<small>U-Shape Use tables and chairs to create U-shape with 4 chairs per table</small> 	<small>Banquet Style Round tables with up to 12 chairs</small> 

Please specify the number of each:		Tables <u>13</u>	Chairs <u>38</u>
Equipment Needed:		<input type="checkbox"/> Podium	<input type="checkbox"/> Microphone(s)
<input type="checkbox"/> Computer	<input type="checkbox"/> Laptop,	<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Microphone Stand(s)
<input type="checkbox"/> Screen	<input type="checkbox"/> Projector	<input type="checkbox"/> DVD Player	<input type="checkbox"/> Piano

Is this event, meeting, or function open to the general public? Yes No

Will minors attend? Yes No

Will attendees require any ADA accommodations? Yes No

Will an admission fee be charged or donations accepted? Yes No

Will items be sold at this event? Yes No. If yes, what items will be sold? _____

Will food or beverages be consumed during this event? Yes No. If yes, what will be served? _____

Will Alcoholic beverages be served? Yes No

What is the name of the caterer/company that will provide the food and beverages? _____

Are you going to have a D.J. or Band at your event? Yes No. If yes, what is the name of DJ or Band? _____

Are you going to rent equipment for your event? Yes No. If yes, what equipment will you be renting? _____

What is the name of the company will you be renting it from? _____

Is this event in support of a Political Campaign? Yes No

Is your organization non-profit? Yes No If yes, proof of non-profit certification must be attached.

Is your organization exempt from Florida State Sales Tax? Yes No If yes, a current exemption certificate must be attached. **Set up changes made after a contract is executed may require additional charges and a new contract.**

User: **Gregory, Angela**

Organization: **Nassau County - Board of County Commissioners**

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Supplemental Suppliers

15 Supplemental Supplier(s)

Bid Number **ITB-NC17-015-0-2017/arg**

Bid Name **Lightning Surge Protection**

Add Supplemental Supplier

Company Δ	Contact	Phone	FAX	E-mail	Actions
Advanced IT concepts, Inc	Lydia Perez	4079142484		sales@aitcine.com	Edit / Delete
All South Lightning Protection, Inc.	Lewis Block	8136302757	8136302758	lewis@asip.net	Edit / Delete
Archive Data Solutions	Diane Sauermelech	4849214842	4849214842	dianes@archivedata.com	Edit / Delete
B&H Foto & Electronics Corp.	Yecheskel Nussbaum	2122397509	2122397500	govebids@bhphotovideo.com	Edit / Delete
Coastal Electric Company of Florida	Jim Hennessey	9046450026	9046456186	jim@coastalelectricco.com	Edit / Delete
Comtread, Inc.	Erin Welmar	9542107708	9542107708	erin2@comtread.com	Edit / Delete
Gruber Power Services	Rebecca Powers	8006585883	6238797341	pow@gruber.com	Edit / Delete
Howard Technology Solutions	Melissa Reeves	6044253181	6013995077	bids@howardcomputers.com	Edit / Delete
Interstate All Battery Center	Chris Ronson	9122641460	9122641410	iabc_brunswick@att.net	Edit / Delete
Lowmarkup Inc.	Kelly Lopez	9493855477	8007572302	kellyl@lowmarkup.com	Edit / Delete
Office Management Systems, Inc.	Randy S. Greene	4072659950	4072659951	rgreene@logistasolutions.com	Edit / Delete
Southern Computer Warehouse	Judie Gaines	8774686729	7705798927	scebids@scw.com	Edit / Delete
TBF Computing, Inc.	Mark Spears	7709772925	7705783737	mark@tbcomputing.com	Edit / Delete
Up Systems, Inc.	Ken Jacobsen	8669609479	7276742584	upsystems@verizon.net	Edit / Delete
Windstream communicatins	Jason Doyle	9044216470	9043328208	jason.doyle@windstream.com	Edit / Delete

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